

3 at a Roome capped iron rod found in the north right—of southwest corner of Lot 37, the southwest corner of said pt 12 of said addition; the James Hefflefinger Survey, od being all of Lot 37 of The Q, Page 631 of the Collin d as follows:

THENCE with the west line of Lot 37, the west line of said premises, and the east line of said Lot North 15°52′16" East, passing a Roome capped iron rod found for reference at 255.56 feet and tinuing for a total distance of 657.29 feet to a point for corner marking the northwest corner of 37, the northwest corner of said premises, the northeast corner of said Lot 12, being in a south of Lot 24 of said addition, and being in an intermittent creek and swale;

THENCE with the north line of Lot 37, the north line of said premises, a south line of said Lot and with the intermittent creek and swale, North 81°16'11" East, 79.16 feet and South 43°39'19"; 32.83 feet to a point for corner marking the northeast corner of Lot 37 and the northeast per of said premises;

the east line of Lot 37 and the east line of said premises, South 12°10'38" East, point for corner marking the southeast corner of Lot 37, the southeast corner of being the beginning of a curve to the right;

THENCE with the south line of Lot 37, the south line of said premises, and partway with the north line of Lot 32 of said addition as follows: southwesterly along said curve through a central angle of 26°31'11" for an arc distance of 138.86 feet and having a radius of 300.00 feet (chord = South 70°22'06" West, 137.62 feet) to a point of compound curvature of a curve to the right; northwesterly along said curve through a central angle of 13°32'38" for an arc distance of 240.94 feet and having a radius of 1,019.27 feet (chord = North 89°33'01" West, 240.38 feet) to a point marking the point of reverse curvature of a curve to the left; northwesterly along said curve through a central angle of 54°39'35" for an arc distance of 54.85 feet and having a radius of 57.50 feet (chord = North 52°33'02" West, 52.80 feet) to the point of beginning and containing 4.001 acres of land. north of

e Star Partners, the owner, do hereby adopt this plat designating the as **LOT 37R of THE HILLS OF LONE STAR**, an addition to Collin dedicate to the public use forever, the streets and alleys shown thereon sement strips shown on this plat for the mutual use and accommodation to use or using the same. Any public utility shall have the right to or part of any building, fences, trees, shrubs or other growth which interfere with the construction, maintenance or efficiency of its respective ant strips, and any public utility shall at any time have the right of the said easement strips for the purpose of construction,

NOTES AFFECTING ALL LOTS

2. Landowner Agreements. Each individual Parcel may be subject to a separate Landowner Agreement filed in the Real Property Records of Collin County, Texas, that supplements or, modifies or waive portions of the Declaration. Such Landowner Agreements may supplement, modify or waive the covenants and restrictions contained herein as Declarant may deem desirable and not inconsistent with this Declaration in a manner which materially adversely affects the concept of this Declarationcontain easements, additions and modifications to the Declaration as may be desirable to reflect the different character of each individual Parcel and related improvements and as are not unequivocally contrary to the scheme of development for the Property as set forth in the Declaration. Each Landowner Agreement shall have the effect of supplementing, or modifying and/or waiving, as the case may be, the Declaration, but only asUntil formation of the Landowner Association, Declarant shall have all of the authority, powers, rights, immunities and protections, but not the obligations, of the Landowner Association, and the Committee, all as set forth more particularly in this Declaration, in order that the Development may be established as a fully occupied and functioning residential community. to the Parcel that is the subject of the Landowner Agreement and only to the extent specifically expressed in such Landowner Agreement.

4. Common Area Easeme and in the Landowner Agreements i benefit of the Owners of Parcels in assigns, subject to the rights, restr

(c) The Common Area Easements shall be generally comprised of the following, subject to supplementation or modification by Landowner Agreements applicable to individual Parcels:

ts and Restrictions. "Declaration of Covenants, Conditions, Restrictions and Easements garding the Property, which has been recorded at Clerk's File No. 2003—35351 in the ords of Collin County, Texas (the "Declaration"), and which has been extended to claration of annexation recorded at Clerk's File No. 05—0107394 in the Real Property County, Texas.

(b) Declarant and/or the Landowner Association shall be authorized and empowered to control and to establish, issue and enforce any guidelines, rules and regulations governing the use, management, maintenance and all other aspects pertaining to the Common Area Easements as deemed desirable or advisable by Declarant and/or the Landowner Association.

(d) Common Area Easements as described and for said purposes are reserved to Seller and shall be granted by each Owner of a Parcel, and each Owner by acceptance of a deed from Declarant shall take title to the Parcel subject thereto.

F.E. Bemenderfer Jr. Registered Professional Land Surveyor No. 4051

7. Water and Electric Services. The placement of water and electric meters for service to Owner on the Parcels is beyond the control of Declarant and it is the responsibility of each Owner to make application, seek approval and pay for such the installation of water and electric meters required to provide service to the Parcel. Owners are required to apply to and pay Gunter Special Utility District for a water meter to provide water service to Parcel within 365 days after the closing on an Owner's purchase of a Parcel.

6. County Easement. Declarant reserves an easement over, across and upon the Parcel for governmental, public service, health and emergency use, including but not limited to, the right of the sheriff to enter upon any part of the Common Area for the purpose of enforcing the law and the right of other governmental authority's or agency's employees, contractors and emergency service personnel to enter upon any part of the Common Area for the purpose of maintenance, fire safety, health or medical emergency purposes, in accordance with and subject to the Declaration.

ments. The Common Area Easements for described on the Final Plats for individual Parcels are for the common use, enjoyment and in the Property, their families, guests, tenants, successors and strictions and requirements of the Declaration:

(a) Except as otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except landscaping) must be set back a minimum of one hundred (100) feet from any Road and a minimum of 50' on the rear and side yards.

9. Setback Requirements. Construction of all Improven Property shall comply with the following setback requirements:

8. Perimeter Fencing. As provided in and subject to the provisions of the Declaration, Declarant or the Landowner Association shall have the right, but not the obligation, to place, construct and erect Perimeter Fence on the Parcel on the fence setback line along any Road or Right-of-Way at the expense of Owner.

(b) Except as otherwise specifically set forth in the Declaration or otherwise permitted by the Architectural Control Committee, all Improvements (except fences, walls and landscaping) must be set back a minimum of fifty (50) feet from any boundary of any Common Area or Parcel;

(a) Common Area Easements may be used for landscaping, drainage, trails, walking, biking, riding, recreation, parks, greenbelt, all uses related thereto and any other uses deemed advisable by Declarant and/or the Landowner Association.

twenty (20) feet of any existing or future co ınty road right—

(e) Each Owner agrees to grant such Common Area Easements and to execute and deliver separate written easements in writing, with metes and bounds description of said easements, to Seller upon Declarant's or the Landowner Association's request at or after closing, to evidence the Common Area Easements; provided, however, that it will be Declarant's or the Landowner Association's responsibility to prepare and deliver such written Common Area Easements to Owner.

ssociation may place fencing along the easement lines of the to the rights, requirements, conditions, covenants and restrictions set on, the Common Area Easements shall be revised, if necessary, to Declarant or the Landowner Association and Owner shall execute and necessary to reflect such revision.

5. Utility, Drainage and Maintenance Easement. Declarant for the benefit of itself, the Owners and the Landowner Association, reserves with respect to all Parcels and the Property a nonexclusive easement over, across and upon the Common Area Easements for installation and repair of utility service, for the natural drainage of water over, across and upon the Parcels and the Property, and for necessary maintenance and repair of any Building or Improvements situated on the Common Area, in accordance with and subject to the Declaration.

portion of the Parcel been designated as Common Area and as such by Declarant and/or Seller and/or the Landowner Association, when and enjoyment of the Owners of Parcels within the Property. The e designation of Common Area Easements on the Final Plat, together re Property, subject to supplementation or modification by Landowner dividual Parcels. The Common Area may include, without limitation, areas recreation, parks, greenbelt, drainage, equestrian facilities or any other nature and availability of same as deemed desirable by Declarant and/or

ithin twenty (20) feet of any boundary line of the Parcel and within any pond, lake, creek, draw, or other body of water, waterway or undary line of the Parcel.

(g) As set forth more particularly. Except as permitted in the Declaration orand except as Declarant and/or the Landowner Association deem advisable, no motorized or recreational vehicles, trailers, mobile homes or boats (except for landscaping, construction, maintenance or other similar purposes) shall be permitted or used in the Common Area Easements, no livestock or other animals shall be allowed to graze or roam unrestrained in the Common Area Easements, no hunting, fishing, boating or trapping shall be allowed in the Common Area Easements, and no Buildings, Improvements or structures of any kind shall be placed, erected or constructed in the Common Area Easement; provided, however, landscaping, walking, jogging, biking, horseback riding, other such recreational and related activities and the construction and maintenance of trails, pathways and structures related thereto, as deemed advisable by Declarant and/or the Landowner Association, shall be allowed, subject to all requirements in the Declarant and/or the Landowner Association and restrictions issuedestablished by Declarant and/or the Landowner Association pertaining to the Common Area

## KNOW ALL MEN BY THESE PRESENTS: SURVEYOR'S CERTIFICATE

(c) Notwithstanding the foregoing, either the Architectural Control Committee or Declarant may, by separate Landowner Agreement or by recorded instrument regarding the Property, specify modified setback requirements for Improvements on certain Parcels that are greater than or different from the minimums set forth above, whereupon the Owners of such Parcels must comply with such modified setback requirements.

THAT I. F.E. Bemenderfer Jr., do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision. All easements of which I have knowledge or have been advised of are shown. This plat was prepared in accordance with the subdivision rules and regulations of Collin County, Texas.

E. BEMENDERFER JR. P. 100 SURVE SURVE

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **F.E. Bemenderfer Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2014.

THIS PLAT IS APPROVED BY THE COLLIN COUNTY COMMISSIONERS COURT this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public for the State of Texas

Collin County Judge

Final Plat of

Grayson County Electr 1096 N Waco 10 Alstyne, Tx 75495 (903) 482-7100

OSSF

Marilee Special Utili [M.S.U.D.] PO Box 1017 Celina, Tx 75009 (972) 382-3222

Utility

District

# Lot 37R The Hills of Lone Star

being a Replat of Lot 37

The Hills of Lone Star
as recorded in Volume Q, Page 631, CCMR
James Hefflefinger Survey, Abstract No. 36t
Joseph Mitchum Survey, Abstract No. 590

Collin County, Texas CCMR

April 2014

oome Land Surveying, Inc. Fax (972) 423-7523 veying.com

8) All private driveway tie

shall be maintenan

kept clear of fences, buildings, ce of the drainage facility.

ust be

part of the subject property lies within a 48085C0045 J of the F.E.M.A. Flood Insu 2009 (Zone X).

7) Collin County per

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2) The existing creeks or drainage and will be maintained by individual course along or across said lots.

addition /ersed by

pen channels he drainage

of the

for the

Almberger Associates, Inc. 1525 Bozman Road Wylie, Texas 75098 (O) 972-442-7459 (F) 972-442-1428 Intact: Joseph Helmberger OWNER

Lone Star Partners

11434 CR 176

Celina, Texas 75009

(0) 214-532-4114

(F) 972-382-3999

ct: Kent Adams, Sole Po

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